

CONTRACT No. NCWSC/49/2020

SUPPLY & DELIVERY OF BIG SIZE WATER METERS IN LOTS

MAY, 2021

Closing Date: June 18th, 2021

Closing Time: 12: 00 noon

Board of Directors:

*B.L.Okumu (Chairman), T.Muriuki (Vice-Chair), N.C.C. County Secretary, N.C.C. C.E.C.M. Finance &Economic Planning,
N.C.C. C.O. Water, Sanitation & Energy, M.Kuruga, E. Mukuhi, L.M.Kamba, K. Nyamu,
M.A Abdullahi , Eng. N. M. Muguna (Managing Director)*

SECTION I INVITATION TO BID

Contract No. NCWSC/49/2020 - SUPPLY & DELIVERY OF BIG SIZE WATER METERS IN LOTS.

- 1.1 The Nairobi City Water and Sewerage Company Ltd invites sealed bids from eligible candidates for supply and Delivery of Big Size Water Meters in lots. The detailed break down of the requirements can be obtained in the schedule of requirements/price schedule inside the bid document.
- 1.2 Interested eligible candidates may obtain further information from and inspect the Bid documents at the Procurement Office, Nairobi City Water and Sewerage Company Ltd, on Kampala Road off Enterprise Road, Industrial Area Nairobi during normal working hours (08:30 – 15:30 local time on Mondays to Fridays except during lunch time from 13:00 to 14:00 hours and public holidays.).
- 1.3 A complete set of Bid documents shall be obtained by interested candidates from the company website **www.nairobiwater.co.ke**. Bidders **MUST** immediately email their name and contact details (company name, cellphone number and email,) to: **tenders@nairobiwater.co.ke** for records, communication of any tender clarifications and addenda.
- 1.4 Completed Bid documents are to be enclosed in plain sealed envelopes marked with Bid reference number and be deposited in the Tender Box at Nairobi City Water and Sewerage Company Ltd, on the first floor, Administration Block, at the **Head Office, Kampala Road off Enterprise Road, Nairobi** or be addressed to **Nairobi City Water & Sewerage Company Ltd, Kampala Road, off Enterprise Road, Friday June 18th, 2021**
- 1.5 Prices quoted shall be net and inclusive of all taxes; and be in Kenya Shillings. They shall remain valid for a period of one hundred and fifty (150) days from the closing date of the Bid.
- 1.6 Bids will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Nairobi City Water and Sewerage Company Ltd.
- 1.7 All bids shall be accompanied by a bid security from the bank of not less than **Kes 200,000/=** (Kenya Shillings Two Hundred Thousand) per lot only.

- 1.8 This tender is only open to those who meet the requirements for eligibility
- 1.9 All pages must be serialized by the bidder for each bid submitted

For Managing Director
Nairobi City Water & Sewerage Company Ltd
Kampala Road, off Enterprise Road
P O Box 30656-00100
Nairobi, Kenya.

E-mail: tenders@nairobiwater.co.ke

Website: www.nairobiwater.co.ke

FORM OF BID

TO: The Managing Director

Nairobi City Water and Sewerage Company Ltd

P. O. Box 30656 00100

NAIROBI, KENYA

Gentlemen:

Having examined the bidding documents including Addenda Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ***supply and delivery of Big Size Water Meters per lot*** in conformity with the said bidding document for the sum of

Lot1Kes.....

.....

.....(words)..... *figures*]

Lot2Kes.....

.....

.....(words)..... *figures*

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake our Bid if accepted to commence the services in accordance with the delivery schedule specified in the Schedule of Requirements.

After our Bid is accepted we shall furnish a security in the form of Bank Guarantee (to be approved by you) to be jointly and severally bound with us in an amount of 10% of the above named sum, which shall be subject to release to the Supplier in accordance with the General Conditions of the Contract.

We agree to abide by this Bid for a period of 150 days from the date of Bid submission prescribed in the Invitation to Bid and it shall remain binding upon us and may be accepted any time before the expiration of that period.

Unless and until an Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding Contract between us.

A Bid security in the sum of Kes **200,000/=** (Kenya Shillings Two Hundred thousand only) for each lot, is enclosed with this Bid. The bid security is valid for at least 180 days from the date of bid submission).

We hereby agree that any errors in our Bid shall be adjusted as defined in the Bid Document under instructions to Bidders.

Dated this _____ day of _____ 2021

(Name)

(Signature)

In the capacity of _____

duly authorized to sign Bids, for and on behalf of

P. O. Box _____ Code _____

Name of Witness

Address

Signature of Witness

SECTION II - INSTRUCTIONS TO BIDDERS

2.1 Eligible Bidders

- 2.1.1 This Invitation for Bids is open to all Bidders eligible as described in the Invitation to Bid. Successful Bidders shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the Bid.
- 2.1.3 Bidders shall provide the qualification information statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for Bids.
- 2.1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the Bidder.

2.3 Cost of Bidding

- 2.3.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 2.3.2 The Bid document shall be downloaded from the company website for free - www.nairobiwater.co.ke
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be pre-qualified.

2.4. The Bid Document

2.4.1 The Bid document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Bidders

- (i) Invitation to Bid
- (ii) Instructions to Bidders
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Bid Form and Price Schedules
- (viii) Bid Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Manufacturer's Authorization Form
- (xii) Confidential Business Questionnaire

2.4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid documents. Failure to furnish all information required by the Bid documents or to submit a Bid not substantially responsive to the Bid documents in every respect will be at the Bidders risk and may result in the rejection of its Bid.

2.5 Clarification of Documents

2.5.1 A prospective Bidder requiring any clarification of the Bid document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Bid. The Procuring entity will respond in writing to any request for clarification of the Bid documents, which it receives not later than seven (7) days prior to the deadline for the submission of Bids, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Bid document.

2.5.2 The procuring entity shall reply to any clarifications sought by the Bidder within 3 days of receiving the request to enable the Bidder to make timely submission of its Bid.

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of Bids, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bid documents by amendment.
- 2.6.2 All prospective candidates that have received the Bid documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Procuring entity, at its discretion, may extend the deadline for the submission of Bids.

2.7 Language of Bid

- 2.7.1 The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchange by the Bidder and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

2.8 Documents Comprising of Bid

- 2.8.1 The Bid prepared by the Bidders shall comprise the following components
- (a) a Bid Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.1.2 that the Bidder is eligible to Bid and is qualified to perform the contract if its Bid is accepted;
 - (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the Bid documents; and
 - (d) Bid security furnished in accordance with paragraph 2.14

2.9 Bid Forms

- 2.9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Bid Prices

2.10.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices and total Bid price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the Bid shall be fixed during the Bid's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the Bid shall be 90 days from the date of opening of the Bid.

2.11 Bid Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Bidders.

2.12 Bidders Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. the Bidder shall furnish, as part of its Bid, documents establishing the Bidders eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

2.12.2 The documentary evidence of the Bidders eligibility to Bid shall establish to the Procuring entity's satisfaction that the Bidder, at the time of submission of its Bid, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the Bidders qualifications to perform the contract if its Bid is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within Kenya, the Bidder is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Bidder's maintenance, repair, and spare parts-

stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Bid Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the Bidder shall furnish, as part of its Bid documents establishing the eligibility and conformity to the Bid documents of all goods which the Bidder proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the Bid documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(b) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its Bid, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Bid Security

2.14.1 The Bidder shall furnish, as part of its Bid, a Bid security for the amount specified in the Appendix to Invitation to Bidders.

2.14.2 The Bid security shall be accompanied by a bid security of not less than Kes **200,000/=** (Kenya Shillings Two Hundred Thousand) only for each lot.

- 2.14.3 The Bid security is required to protect the Procuring entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The Bid security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank cheque or a bank guarantee or a bank draft issued by any Insurance firm approved by PPOA in the form provided in the Bid documents and valid for thirty (30) days beyond the validity of the Bid i.e. 180 days from the date of Bid submission.
- 2.14.5 Any Bid not secured in accordance with paragraph 2.14.2 and 2.14.4 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Bidder's Bid security will be discharged or returned as promptly as possible but not later than fourteen (14) days after the expiration of the period of Bid validity prescribed by the Procuring entity.
- 2.14.7 The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The Bid security may be forfeited:
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the procuring entity on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Bids

- 2.15.1 Bids shall remain valid for 150 days or as specified in the Invitation to Bid after the date of Bid opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A Bid valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security provided under paragraph 2.14 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid

security. A Bidder granting the request will not be required nor permitted to modify its Bid.

2.16 Format and Signing of Bid

2.16.1 The bidder shall prepare two copies of the Bid, clearly marking each **“ORIGINAL BID”** and **“COPY OF BID,”** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for unlamented printed literature, shall be initialed by the person or persons signing the Bid and stamped.

2.16.3 The Bid shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

2.17 Sealing and Marking of Bids

2.17.1 The Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Bid:
- (b) Bear, Bid number and name in the Invitation for Bids and the words, **“DO NOT OPEN BEFORE,” Friday June, 18th, 2021.**

2.17.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the Bid’s misplacement or premature opening.

2.18 Deadline for Submission of Bids

2.18.1 Bids must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than 12.00 noon - **Friday June, 18th, 2021**.

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of Bids by amending the Bid documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Bids

2.19.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring prior to the deadline prescribed for submission of Bids.

2.19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

2.19.3 No Bid may be modified after the deadline for submission of Bids.

2.19.4 No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to paragraph 2.14.8

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the Bidders and on request give its reasons for termination within 14 days of receiving the request from any Bidder.

2.20 Opening of Bids

2.20.1 The Procuring entity will open all Bids in the presence of Bidders' representatives who choose to attend, at 12.00noon on **Friday June, 18th, 2021** and in the location specified in the Invitation to Bid.

The Bidders' representatives who are presence shall sign a register evidencing their attendance.

2.20.2 The Bidders' names, Bid modifications or withdrawals, Bid prices, discounts and the presence or absence of requisite Bid security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity will prepare minutes of the Bid opening.

2.21 Clarification of Bids

2.21.1 To assist in the examination, evaluation and comparison of Bids the Procuring entity may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted.

2.21.2 Any effort by the Bidder to influence the Procuring entity in the Procuring entity's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its Bid will be rejected, and its Bid security forfeited. If there is a discrepancy between words and figures the amount in words will prevail. All in all, the award shall be based on the corrected figure.

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any Bidder.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each Bid to the Bid documents. For purposes of these paragraphs, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bid documents without material deviations. The Procuring entity's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

2.22.5 If a Bid is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the Bidder by correction of the non conformity.

2.22.6 The Company reserves the right to waive minor deviations in the evaluation criteria if they do not materially affect the capability of an applicant to perform.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the mean exchange rate on the date of Seven Days before bid closing by applying rates provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Bids

2.24.1 The Procuring entity will evaluate and compare the Bids which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Bid evaluation committee shall evaluate the Bid within 15 days from the date of opening the Bid.

2.24.3 A Bidder who gives false information in the Bid document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

2.25.1 Preference where allowed in the evaluation of Bids shall not exceed 15%.

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no Bidder shall contact the Procuring entity on any matter related to its Bid, from the time of the Bid opening to the time the contract is awarded.

2.26.2 Any effort by a Bidder to influence the Procuring entity in its decisions on Bid, evaluation, Bid comparison, or contract award may result in the rejection of the Bidder's Bid.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive Bid is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the Bidder financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidders qualifications submitted by the Bidder, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's Bid, in which event the Procuring entity will proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The Procuring entity will award the contract to the successful Bidder(s) whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to Accept or Reject Any or All Bids

2.27.6 The Procuring entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of Bid validity, the Procuring entity will notify the successful Bidder in writing that its Bid has been accepted. All unsuccessful bidders will also be notified at the same time of notifying the successful bidder.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.29 Signing of Contract

2.29.1 Within 7 days after the Procuring entity notifies the successful Bidder that its Bid has been accepted, the Procuring entity will send the Bidder the Contract Form provided in the Bid documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within the tender validity period from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within seven (7) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within fourteen (14) days of the receipt of notification of award from the Procuring entity, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bid documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful Bidder to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new Bids.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that Bidders observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among Bidder (prior to or after Bid submission) designed to establish
- (iii) Bid prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- (iv) ‘Collusive Practice’ means a scheme or arrangement between two or more bidders, with or without the knowledge of the Company, designed to establish bid prices at artificial, noncompetitive levels, and
- (iv) ‘Coercive Practice’ means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or effect the execution of a contract.

2.31.2 The procuring entity will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a Bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.32 Other sanctions

The company shall provide sanctions against firms that have not performed according to professionally regulated procedures, contractual agreements or legislation. The latter includes those in serious violations of fair employment laws & practices and known violation of the Public Procurement and Disposal Act, 2015.

Appendix to Instructions to Bidders

The following information regarding the particulars of the Bid shall complement supplement or amend the provisions of the instructions to Bidders. Wherever there is a conflict between the provision of the instructions to Bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Bidders

| INSTRUCTIONS TO BIDDERS REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO BIDS |
|--|---|
| 2.1.1 | <p><i>Eligible Bidders must:-</i></p> <ul style="list-style-type: none"> • <i>Be incorporated in Kenya</i> • <i>Have complied with all tax requirements</i> • <i>Be established businesses & show proof</i> • <i>Have undertaken similar assignments in value and nature in the last three years. Evidence of this, e.g. testimonial letters or copies of orders from such authority, shall be presented with this bid on submission.</i> • <i>Have financial and technical capability.</i> • <i>Have the authorization letter from the manufacturer to deal with the goods and services to be supplied under this contract and copy of the same shall be submitted with this bid. If an agent of a manufacturer; the above shall be also be applicable.</i> • <i>Not have any pending works with the Company that are in dispute or had a contract terminated for non performance by the Company in the last three years</i> |
| 2.1.3 | <i>The qualification statement shall be drawn on bidder's letterhead, signed and stamped.</i> |
| 2.1.4 | <i>A statement declaring bidder is not ineligible for corrupt and fraudulent practices shall be drawn on bidder's letterhead, signed and stamped.</i> |
| 2.2.1 | <i>Must Disclose the source of the Water Meters</i> |
| 2.4.1-xi | <i>This shall be attached and is mandatory</i> |
| 2.4.1-xii | <i>Shall be signed, stamped and dated</i> |
| 2.4.2 | <i>Pay special attention to this clause</i> |
| 2.8.1 | <i>Pay special attention to the clause (See 2.22.4 below)</i> |
| 2.9.1 | <i>Pay special attention to the clause</i> |
| 2.10.2 | <i>Prices quoted shall be inclusive of all taxes, duties, incidentals etc and shall be delivered prices to Kampala road depot; main company stores.</i> |
| 2.10.3 | <i>No price variations are applicable in the performance of this contract within the first year. Price variations shall apply as per the requirements of SCC 3.13.1 & 2 below.</i> |
| 2.11.1 | <i>The bid price shall be in Kenya shillings, (See 2.23.1 below)</i> |
| 2.12 | <i>Pay special attention to the clause. The requirements of this clause shall form part of the evaluation criteria</i> |

| | |
|------------------|--|
| 2.13.3 (a) & (b) | <i>Pay special attention to the clause. The requirements of this clause shall form part of the evaluation criteria</i> |
| 2.13.4 | <i>Pay special attention to the clause. The requirements of this clause shall form part of the evaluation criteria</i> |
| 2.14.1 | <i>The Bid security shall be not less than Kes 200,000/= (Two Hundred thousand) only for each and valid for 180 days from the date of bid submission.</i> |
| 2.14.4 | <i>Pay special attention to the clause. Insurance bid securities by firms approved by PPRA shall be accepted.</i> |
| 2.16.1 | <i>Bidders shall prepare two copies and mark them clearly as “ORIGINAL BID” and “COPY BID”.</i> |
| 2.16.3 | <i>Any alterations shall be initialed by the person or persons signing the bid. Any alterations not initialed shall lead to disqualification of the bid.</i> |
| 2.17 | <i>Pay special attention to the clause</i> |
| 2.18.1 | <i>Bids must be received by 12.00 noon on Friday June, 18th, 2021.</i> |
| 2.20.1 | <i>Bids shall be opened immediately thereafter receipt on Friday June, 18th, 2021.</i> |
| 2.22.4 | <p>Preliminary Evaluation: <i>Under preliminary evaluation, the following shall be checked to confirm they conform:</i></p> <ul style="list-style-type: none"> <i>i. Bidders shall prepare and submit two copies (marked clearly “ORIGINAL BID” and “COPY BID”.</i> <i>ii. Written confirmation on bidder’s letter head that the bidder has not been debarred as a supplier, service provider or consultant for goods, services or works in Kenya; and that the bidder is eligible to participate in Procurement and also a statement declaring that if selected, the bidder shall not be involved in corruption.</i> <i>iii. Offered Valid Bid Security from Bank or Insurance Company approved by PPRA. The Bid security shall be not less than Kes 200,000.00 for each lot.</i> <i>iv. Bid Security Valid for 180 Days from date of Bid Opening.</i> <i>v. Attach Copy of Valid Certificate of Incorporation/Registration.</i> <i>vi. Attach Copy of Current Valid Tax Compliance Certificate.</i> <i>vii. Form of Bid duly completed, signed, stamped and witnessed.</i> <i>viii. Price Schedule duly completed (Bidders are advised to fill on the provided Price Schedule as a Mandatory requirement for Uniformity during Evaluation).</i> <i>ix. All alterations (if any on Financials) must be countersigned by the bidder.</i> <i>x. Confidential Business Questionnaire duly filled</i> <i>xi. Attach audited financial accounts for the latest two years (financial year 2018&2019).</i> <i>xii. Declaration of having/not having any past or current litigation or arbitration proceedings in which the Bidder is/was involved as one of the parties</i> <i>xiii. Must indicate the Origin of goods to be supplied (NB: no country is known as LOCAL)</i> <i>xiv. Copy of Current Valid Certificate of Compliance to N.H.I.F</i> |

- xv. *Copy of Current Valid Certificate of Compliance to N.S.S.F.*
- xvi. *Submit written Power of Attorney on Bidder's Letter head*
- xvii. *Submit authority to seek references from the Bidders bankers and references*
- xviii. *Bidders must Stamp every Page of their document with Official Rubber Stamp for Ownership*
- xix. *Bidders must Paginate the bid document up to the last page including and not limited to attachments, etc.*
- xx. *The Original Bid Document issued by NCWSC shall be returned as part of the Tender Document.*
- xxi. *All required information shall be attached to the Original Tender document and neatly bound together.*
- xxii. *Documents submitted as Loose papers will be rejected at Preliminary evaluation stage and shall not progress to Technical Evaluation Stage*

A firm lacking in any of the above details shall be dropped at this stage and shall not be progressed to the Technical Evaluation stage

Technical Evaluation:

Technical Evaluation will be performed as below;

Lot 1

- *Bidders must comply to all technical specifications in the bid document.*
- *Must show Proof of Similar Assignments in nature within the last three years. (Copies of Award Letters, Orders, Contracts and Testimonials from clients)*
- *Copy of detailed Brochures, Literature and Drawings attached for the bided sizes of meters to be supplied under this contract.*
- *Must attach Manufacturers Letter of Authorization to deal with the goods to be supplied under this contract.*
- *The BRAND MUST be registered in the country of origin with clear physical address of the manufacturer.*
- *Attach certificate of calibration from a credited testing body for meters.*
- *Accuracy Test Certificates from the manufacturer*
- *Pressure Test Certificates from the manufacturer*
- *Durability Certificate from the country of Origin*

A bidder who fails to meet any of the above requirements shall be dropped at this stage and shall not be progressed to the Financial Evaluation stage

Lot 2

- *Bidders must comply to all technical specifications in the bid document.*
- *Must show Proof of Similar Assignments in nature within the last three years. (Copies of Award Letters, Orders, Contracts and Testimonials from clients)*
- *Copy of detailed Brochures, Literature and Drawings attached for*

| | |
|--------|---|
| | <p><i>the bided sizes of meters to be supplied under this contract.</i></p> <ul style="list-style-type: none"> • <i>Must attach Manufacturers Letter of Authorization to deal with the goods to be supplied under this contract.</i> • <i>The BRAND MUST be registered in the country of origin with clear physical address of the manufacturer.</i> • <i>Attach certificate of calibration from a credited testing body for meters.</i> • <i>Accuracy Test Certificates from the manufacturer</i> • <i>Pressure Test Certificates from the manufacturer.</i> • <i>Durability Certificate from the country of Origin</i> <p><i>A bidder who fails to meet any of the above requirements shall be dropped at this stage and shall not be progressed to the Financial Evaluation stage.</i></p> <p><i>Financial Evaluation:</i></p> <p><i>Lowest Evaluated/Responsive bidder shall be awarded the contract.</i></p> |
| 2.22.5 | <i>For a bid to be determined as responsive and award recommended, it shall Meet the requirements of 2.22.4 above</i> |
| 2.22.6 | <i>This is applicable and shall be determined by the evaluation committee</i> |
| 2.23.1 | <i>The Company shall allow bids only quoted in Kenya shillings.</i> |
| 2.25 | <i>This is not applicable</i> |
| 2.27.1 | <i>No pre-qualification shall be applicable</i> |
| 2.27.2 | <i>Bidder shall provide the detailed technical capability information of the manufacturer as well as two immediate years signed audited accounts or a letter from the bank indicating the credit facility available or a certificate from the bank indicating the amount of deposit available at short notice for this contract. Failure to indicate financial or technical capability shall render the bid non responsive.</i> |
| 2.27.3 | <i>See 2.22.5 above</i> |
| 2.27.4 | <i>Award shall be to the Lowest responsive bidder</i> |
| 2.27.5 | <i>Quantity variation shall be as per PPADA 2015</i> |
| 2.28.3 | <i>The requirements of the Public Procurement & Disposal Act, 2015 shall apply.</i> |
| 2.30.1 | <i>Performance security shall be 10% of the Bid sum and shall be received within 14 days of contract award</i> |
| 2.31 | <i>This shall lead to rejection of the bid in total and may be subject to debarment in future.</i> |
| 2.32 | <i>This will be taken very seriously and may result to a bid being declared non-responsive.</i> |

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Procuring entity and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the Bidder is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Bidder” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the Bidder

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The Bidder shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in

connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract.

3.5.2 The Bidder shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Bidder's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The Bidder shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the Bid documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Bidder's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the Bidder in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 The inspections and tests may be conducted in the premises of the Bidder or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Bidder or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the Bidder shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the Bidder from any warranty or other obligations under this Contract.
- 3.9 Packing**
- 3.9.1 The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract
- 3.10 Delivery and Documents**
- 3.10.1 Delivery of the Goods shall be made by the Bidder in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract
- 3.11 Insurance**
- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.
- 3.12 Payment**
- 3.12.1 The method and conditions of payment to be made to the Bidder under this Contract shall be specified in Special Conditions of Contract.
- 3.12.2 Payments shall be made by the Procuring entity as specified in the contract.

3.13 Prices

- 3.13.1 Prices charged by the Bidder for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Bidder in its Bid.
- 3.13.2 Contract price variations shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, be allowed for contracts not exceeding one year (12 months).
- 3.13.3 Where contract price variation is allowed, the variation shall be based on the Public Procurement and Disposal Act 2015 and Regulations of 2020.
- 3.13.4 Price variation request shall be processed by the procuring entity within 15 days of receiving the request.

3.14. Assignment

- 3.14.1 The Bidder shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15 Subcontracts

- 3.15.1 The Bidder shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the Bid. Such notification, in the original Bid or later, shall not relieve the Bidder from any liability or obligation under the Contract

3.16 Termination for default

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, terminate this Contract in whole or in part
- (a) if the Bidder fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) if the Bidder fails to perform any other obligation(s) under the Contract
 - (c) if the Bidder, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the Bidder shall be liable to the Procuring entity for any excess costs for such similar goods.

3.16.3 Either Party may terminate the contract for any reason provided that such termination is communicated to the other Party by way of a notice and provided that such a notice is given three calendar months from the date of receipt of the notice to the date of the termination.

3.17 Liquidated Damages

3.17.1. If the Bidder fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the Bidder may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the Bidder shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The Bidder shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC are as follows:-

| REFERENCE OF GCC | SPECIAL CONDITIONS OF CONTRACT |
|------------------|--|
| 3.3.1 | <i>Bidder shall clearly indicate the origin of the meters</i> |
| 3.4.1 | <i>See the Technical Specifications. Bids not conforming to any of the product specs shall be rejected.</i> |
| 3.6.1 | <i>An indemnity on the bidder's letter head, signed and stamped shall form part of the bid document. Non compliance may render the bid non-responsive.</i> |
| 3.7.1 | <i>Performance security shall be 10% of the awarded contract sum in form of a bank guarantee. Insurance performance securities from approved insurance companies can be accepted.</i> |
| 3.7.3 | <i>Pay special attention to the clause</i> |
| 3.8.1 | <p>LOT 1</p> <p><i>Notwithstanding the requirements of GCC clause 3.8; the awarded firm shall be required under this contract to submit certificates of product compliance to the required standards from the Kenya Bureau of Standards (KeBS) and the standards body of the country of origin as part of the bid document.</i></p> <p><i>The bidder shall provide a sample of three (3) meters of each size within two (2) days to bid opening which shall be tested for conformance to specifications in the bid document at the evaluation stage.</i></p> <p><i>The delivery notes duly signed by the supply chain manager or his representative shall form part of the bid document. No samples shall be allowed after the closing date and time of the bid.</i></p> <p><i>The Bidder shall submit a Banker's Cheque of Kes. 800.00 (2 x 400.00) in favour of Nairobi City Water and Sewerage Company Ltd for testing two samples at the NCWSC meter test bench.</i></p> <p><i>The envelope containing the cheque shall bear the bidders name and contact address including the mobile phone number.</i></p> <p><i>Bidders who are non-responsive at the preliminary stage shall have their samples and banker's cheque returned whereas those responsive at this stage shall have their 2 samples taken to NCWSC test laboratory for testing. The costs for testing the samples are borne by the bidder.</i></p> <p><i>N/B: All deliveries must be accompanied by the following certificates for each meter</i></p> <ul style="list-style-type: none"> • <i>Accuracy Test Certificates from the manufacturer</i> • <i>Pressure Test Certificates from the manufacturer</i> • <i>Durability Certificate from the country of Origin</i> |

| | |
|-------|--|
| | <p><i>The bidder shall at his/her own expense replace or readjust all meters rejected or which have been shown to fail to comply with the specifications within fourteen days, failing which the performance security shall be forfeited and the second lowest evaluated bidder awarded. Should the second consignment from the first awarded bidder fail again, the performance security shall be forfeited without further notice and the second lowest evaluated bidder awarded. Should the second lowest evaluated bidder fail to delivery, the process as above shall be repeated until the Company gets the desired meters.</i></p> <p><i>The meters shall be guaranteed against defects in materials and workmanship for a minimum period of one year from date of delivery.</i></p> <p><i>Parts to replace those in which a defect may develop shall be supplied free of charge by the awarded bidder within 45days from the date of notice, piece for piece and upon the return of such defective parts to the supplier thereof or upon proof of such defects.</i></p> |
| 3.8.2 | <p>LOT 2</p> <p><i>Notwithstanding the requirements of GCC clause 3.8; the awarded firm shall be required under this contract to submit certificates of product compliance to the required standards from the Kenya Bureau of Standards (KeBS) and the standards body of the country of origin as part of the bid document.</i></p> <p>N/B:</p> <p>All deliveries must be accompanied by the following certificates for each meter</p> <ul style="list-style-type: none"> • Accuracy Test Certificates from the manufacturer • Pressure Test Certificates from the manufacturer • Durability Certificate from the country of Origin <p><i>The bidder shall at his/her own expense replace or readjust all meters rejected or which have been shown to fail to comply with the specifications within fourteen days, failing which the performance security shall be forfeited and the second lowest evaluated bidder awarded. Should the second consignment from the first awarded bidder fail again, the performance security shall be forfeited without further notice and the second lowest evaluated bidder awarded. Should the second lowest evaluated bidder fail to delivery, the process as above shall be repeated until the Company gets the desired meters.</i></p> <p><i>The meters shall be guaranteed against defects in materials and workmanship for a minimum period of one year from date of delivery.</i></p> <p><i>Parts to replace those in which a defect may develop shall be supplied free of charge by the awarded bidder within 45days from the date of notice, piece for piece and upon the return of such defective parts to the supplier thereof or upon proof of such defects.</i></p> |
| 3.9 | <p><i>All meters shall be supplied new and packaging shall be original from the</i></p> |

| | |
|--------------------|--|
| | <i>manufacturer with all the marking identifying the product and as stated in the product specification.</i> |
| 3.10.1 | <i>The awarded firm shall commence deliveries immediately but not later than twenty-eight (28) days from the date of signing the contract agreement. This being an annual contract, deliveries shall be on call off (Need basis) by issuance of an LPO by the Company.</i> |
| 3.11.1 | <i>Bidder shall fully insure the meters against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery. This shall be discharged upon acceptance of the meters by the receiving location and on signing of the delivery note.</i> |
| 3.12 | <i>Terms of payment shall be sixty (60) days from the date of the invoice. No single invoice shall be less than Kenya shillings one hundred thousand (100,000.00) except for the final invoice.</i> |
| 3.13.1 & 3.13.2 | <i>Prices quoted shall be delivered prices to the respective receiving location and as indicated in the schedule of requirements (LPO's).</i> |
| 3.13.3 | <i>Allowed price variation shall not exceed ten (10) per cent of the awarded contract price and can only be applicable after one year.</i> |
| 3.14.1 | <i>Bidder shall not assign in part or in whole this contract</i> |
| 3.15.1 | <i>Bidder shall not subcontract in part or in whole this contract</i> |
| 3.16.1 | <i>a) Within twenty-eight (28) days b) Maximum Limit shall be twenty-eight (28) days c) There shall be no compromise on this clause</i> |
| 3.16.3 | <i>This is applicable for any general termination not clearly defined in this document</i> |
| 3.16.2 | <i>Bidder shall bear the difference between the market price and the contract price for the cancelled contract</i> |
| 3.16.3 | <i>This shall apply for any reason not so specified.</i> |
| 3.17.1 | <i>Liquidated damages shall be 0.5% (point five percent) of the contract amount per day, upto a maximum of 10% (ten percent) which is equivalent to the value of the performance security</i> |
| 3.18.2 | <i>The cost of arbitration shall be borne on a 50/50 basis</i> |

SECTION V

TECHNICAL SPECIFICATIONS PREAMBLE

5.1 General

5.1.1 These specifications describe the requirements for goods. Bidders are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

5.1.2 All the capacities of the goods to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.3 The Bidders are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product that should not deviate too much from the timeline indicated in the bid document.
- (ii) The country of origin for all imported goods in pursuant to GCC 3.3

LOT 1 Technical Specifications For Water Meters:

DN20-50mm

The specification outlined below is for bulk zone and network management meters required predominantly for network balancing.

1.1 Bulk Water Meter.

The meter shall comply with OMIL R 49-1:2013, MID 2014/32/EU. In addition, it shall comply with the Council Directive 2011/17/EU. The meter shall be of accuracy R200 and above for installations in horizontal position, clearly marked on meter body. The meter must be new and manufactured in the year of delivery. The water meter shall be supplied as a complete kit with BSP threaded inlet and outlet tail coupling kits or flanged for connection to water pipes.

Bidder's Response (Yes/No)

1) The Meter Manufacturer Certification

The meter manufacturer must be ISO 9001:2015 certified. Certified copies of the certifications must be attached with the tender.

Bidder's Response (Yes/No)

2) Meter Design:

The domestic water meter shall be Multi Jet meter for fully treated water. The meter should be designed for external tropical installation in a horizontal position

Bidder's Response (Yes/No)

3) Meter Materials

3.1 General: The materials used in the construction of the meter shall be designed to withstand portable water in Nairobi City Water Distribution System, the climatic conditions of Nairobi City and all potable water supplied to WHO International regulations and to operate normally for 5 years without any need for normal maintenance or repair and without the maximum error exceeding the specified limits. The domestic water meter must be constructed of materials which are resistant to internal and external corrosion and if necessary be protected by some suitable surface treatment. All materials of the water meter which are in contact with the water flowing through the water meter shall be non-toxic and non-tainting. Water temperature variations within the working range shall not affect the materials used in the construction of the water meter.

Bidder's Response (Yes/No)

3.2 Meter Bodies: The water meter shall have a durable case protecting the measuring chamber in which the vane operates. The mounting casing shall not be repaired in any manner. The inlet and outlet shall be 180° apart and located in the same horizontal plane. The body material for DN20 shall be of specially

blended polyacetal material while for DN 25, DN40 and DN50 shall be Brass or Non – Corrosive Copper Alloy.

Bidder's Response (Yes/No)

3.3 Serial Number: On every meter body there shall be marked the nominal diameter of the meter *(eg. DN 20 mm), the meter model, an arrow indicating the direction of flow in indelible marking cast in raised characters, in very easily visible position on the outer case of the meters, **but NOT on the lid**. The letter “NCWSC” followed by the serial number (e.g. NCWSC 20XXXX19) shall be engraved on the meter body and laser marked on the upper part of the totalizer in Number and Barcode, near the index, in big characters (5mm minimum) and not on any transparent part of the totalizer. The set of the serial numbers to be used will be issued by NCWSC to the winning bidder.

Bidder's Response (Yes/No)

3.4 External Case Bolts: Where external case bolts, screws, cap bolts, nuts and washers form part of the meter design these shall be arranged for ease of removal after long service. They shall be of the same composition as the meter casing (3.2 above) or of stainless steel.

Bidder's Response (Yes/No)

3.5 Type of Dial

The meter dial must be of “Sealed Register” sealed in a transparent capsule filled with protective liquid. The meter dial must be straight reading in cubic meters (M3) and hermetically sealed in a capsule. No portion of the register shall be in contact with the measured water. (Meters with numbered drums in contact with the water being measured are not acceptable)

Bidder's Response (Yes/No)

3.6 Register

The register will be pre-equipped for remote reading and data-logging purposes with a non-Reed switch type of pulse generator. This pre-equipment and the proposed communication equipment must be both insensitive to magnets of up to 3850 gauss. The communication device must be easy to plug without any dismantling of the register from the measuring element. The register must be protected with a solid cap in plastic or metal (70kg on the cover should not break it).

Bidder's Response (Yes/No)

3.7 Transmission.

The transmission between the vane and the dial must be of mechanical type. Meters with transmission by magnetic coupling are NOT acceptable. Meters with numbered drums in contact with the water being measured are not acceptable.

Bidder's Response (Yes/No)

3.8 Connectors:

For DN20-DN40, the meter body casing nipple shall have an external straight DN20-DN40mm BSP threads. Coupling nuts shall have internal BSP threads of the same nominal pitch and diameter as in each case of the meter body. They shall be of the same composition as the meter casing. The tailpiece connections shall have external BSP taper thread of the same size as the nominal diameter of the meter.

For DN50 the meter body casing shall be flanged to ASME/ANSI B16.5 - 1996 / BS 4504 with 2 No. flanges, rubber gaskets of equal diameter with the meter, stainless steel bolts and nuts.

Bidder's Response (Yes/No)

3.9 Counter: The meter counter shall be circular and have tempered glass lens of minimum 5mm thickness with flat and smooth surface, scratch resistant and that does not turn opaque.

The indicator shall provide for reliable and unambiguous direct reading of the volume of water measured in cubic meters (m³) and litres. The indications of volume shall be by any of the two types as follows: -

Type 1 By a row of inline consecutive digits in one or more apertures (drum counters);

or

Type 2 A combination of drum counters for whole units of cubic meters and pointers on circular scales for fractions of cubic meters.

Drum counters shall be black for indication of a cubic meter and its multiples shall be red for indication of fractions of a cubic meter. Visible movements of the digits shall be upwards and the actual height of the digits on the drums shall be not less than 4 mm. The advance of a digital unit shall be completed while the next lower valued digit is within the last tenth of its travel. The drums showing digits of lowest value shall move continuously in Type 1, and may move continuously in Type 2. Indicators with pointers (Type 2) shall rotate in a clockwise direction. The value of each division on the scales shall be expressed in multiples or sub-multiples of ten.

Each scale shall be graduated in cubic meters or accompanied by a multiplying factor (x0.0001, x0.001, x0.01, x0.1) according to the value of the scale. The symbol (m³) shall appear on the dial.

The gear unit and the counter shall be combined and completely hermetically sealed. Unsealed counters will not be accepted.

The numbered drums shall be contained in a transparent sealed capsule filled with a special non-toxic liquid, and equipped with a pressure compensating device and an antifogging system for the glass. The counter shall be placed in a window of adequate thickness in the meter body and be placed so as to allow for ease of meter reading. Counter window shall be of minimum 5mm thickness. Black numbers on

white shall denote cubic meters and white numbers on red shall denote litres.

The indicator shall, as minimum requirement, record the following values:

| Size of Meter (DN) | Minimum Registration (m ³) | Minimum Registration before Self Re-Set (m ³) |
|--------------------|--|---|
| 20, 25, | 0.001 | 10,000 |
| 40,50 | 0.001 | 100,000 |

Bidder's Response (Yes/No)

- 4) **Tightness, Pressure and Temperature Resistance:** The water meter shall permanently sustain (without leakage, malfunctioning or permanent deformation) a minimum working pressure of 16 bar, a test pressure of 2.5 times the working pressure and be suitable for water temperatures up to 50 degree Celsius.

Bidder's Response (Yes/No)

- 5) **Measuring Chamber:** These shall be machined to precision limits and satisfactorily secured in position within the outer casings to ensure that no distortion to any part of the mechanism might occur which might affect the sensitivity or registration of the meters at internal pressures up to 16 bars. Measuring chamber shutter diaphragms shall be made of bronze morel, stainless steel or other suitable material having satisfactory characteristics.

Bidder's Response (Yes/No)

- 6) **Vane:** Internal Mechanisms shall be made of vulcanized hard rubber or other materials that are un-hygroscopic, anti-scaling, antimagnetic and wear-resistant, having satisfactory characteristics including sufficient rigidity and strength to operate at the rated capacity of the meter. They should have sufficient dimensional stability to retain operating clearance at working temperatures up to 50°C. A designed life expectancy in excess of 10 years is expected for all moving parts of the working chambers.

Bidder's Response (Yes/No)

- 7) Tenderer shall specify the optimum pH and the water quality for which the meters have been designed.

Bidder's Response (Yes/No)

8) **Meter Protection**

8.1 Sealing: Water meters shall be provided with a means of sealing so that after sealing, both before and after the water meter has been properly installed, there shall be no possibility of dismantling or altering the water meter or its adjustment device without visibly damaging the seal. The meters shall be sealed subsequent to manufacture and before delivery. The preferred method of sealing is by a corrosive resistant wire inserted through 2.5 mm diameter holes in the halves of the body, and secured by a circular sheet metal seal impressed by a device which provides a unique imprint on the seal denoting manufacturer's identity.

Bidder's Response (Yes/No)

9. Meter Characteristics & Performance:

The flow rate values shall (as a minimum) meet the following:

All flow measurements quoted are to be supported by test certificates from the National Standards Institute (or a similar body) of the country of origin and Kenya Bureau of Standards.

10. Meteorological Class

The meter performance specification shall be to OIML 49: 2013, ISO 4064:2014 Class 1:R200 to R250 or to equivalent internationally recognized Standard. The meters must be able to retain their accuracy when installed in either horizontal, vertical or inclined planes. The accuracy curves may be compared with the AWWA C710 Standard and be equal to or better than these standards.

| Item | UNITS | DN 20mm | DN 25mm | DN 40mm | 50mm | Permissible error | Permissible error |
|-----------------------------------|-------------------|--------------|------------|------------|-------|----------------------|----------------------|
| | | | | | | Temp (0- 30°C) | Temp (>30°C≤50°C) |
| Overload Flow (Q4) | m ³ /h | 5 | 7.875 | 20 | 31.25 | ±1% | ±2% |
| Permanent Flow (Q3) | m ³ /h | 4 | 6.3 | 16 | 25 | ±1% | ±2% |
| Transition Flow (Q2) | m ³ /h | 0.032 | 0.050 | 0.128 | 0.200 | ±1% | ±2% |
| Minimum Flow (Q1) | m ³ /h | 0.020 | 0.032 | 0.080 | 0.125 | ±3% | ±3% |
| Maximum Admissible Pressure (MAP) | bar | 16 | 16 | 16 | 16 | | |
| Test Pressure [1.6MAP] | bar | 25 | 25 | 25 | 25 | | |
| Indicating Range (Minimum Values) | m ³ | 99999 | 99999 | 99999 | 99999 | | |
| Maximum Working Temperature | °C | 50 | 50 | 50 | 50 | | |
| Length | mm | ≥200 to ≤250 | | | | | |

11. Factory Visit

The suppliers manufacturing factory may be visited for inspection on production compliance any time during the contract period if need arises. This will be done at the expense of NCWSC

Bidder's Response (Yes/No)

12. The meter performance specification shall be to OIML 49: 2013, ISO 4064:2014 Class 1:R200 The accuracy curves may be compared with the AWWA C710 Standard and be equal to or better than these standards.

Bidder's Response (Yes/No)

13. Testing of Meters: Testing of the meters will be done in accordance to OIML 49: 2014 Class 1:R200

Tender Sample Meters: The tenderer shall provide a sample of three (3) meters of each size within two days prior to bid opening date and acknowledged by the supply chain manager; which will be sampled during the evaluation stage of the tender. Two sample meters shall be tested for accuracy and pressure at NCWSC meter testing bench. One of the tested meters shall then be stripped to ascertain compliance of the physical components to the specifications. A detailed report shall be prepared. In case of any dispute on the test results, the remaining meter will be tested and checked at KEBS in the presence of the bidder and NCWSC representative at the bidders cost. The KEBS results shall be final.

Testing on Delivery of Meters: A systematic random sampling of ten percent (10%) of the delivered meters in sequentially serialized batches of one hundred (100) meters shall be tested at the NCWSC's meter test bench.

If 2 or more out of the sampled 10 meters in a batch fails, then the batch is rejected.

In case of a dispute 20% of the tested meters shall be re-tested by the Kenya Bureau of Standards (KEBS) to verify the results at the Bidder's cost.

In case of a contradiction on results between NCWSC and KEBS the two parties shall agree upon a third (3rd) accredited laboratory by KENAS for further testing of the same meters in the presence of both parties at the bidder's cost.

The results from the later test shall be deemed to be final.

Non-conformance in accuracy test: A batch shall be considered as having failed if more than ten percent (>10%) of the tested meters fail the test.

Under these circumstances, the whole batch shall be subjected to 100% testing and only the meters that pass shall be accepted and the failed meters shall be rejected and returned to the supplier. The cost of testing shall be charged to the contract at a rate of Kes.400 per meter.

Manufacturing defects

These shall include but not limited to leakage, cracked body, faulty dials, stopped meter.

Detection of any of the above on any meter shall be considered as a manufacturing defect then: -

- I. The entire consignment shall be tested 100% and only the meters that pass shall be accepted and the failed meters shall be rejected. The rejected meters shall be collected by the supplier at their cost.. The cost of testing shall be charged to the contract at a rate of Kes.400 per meter.

II. The supplier shall be instructed to deliver another consignment within 60days. If this consignment is also found to have manufacturing defects, , contract termination shall commence immediately in accordance to clause 3.16 of GCC and concluded after finalization of testing defined in item (I) above. No further delivery shall be accepted.

Sanitary

- The bidder shall include a sanitary approval certifying that the material used in the manufacturing of the meter is compatible with potable water for human consumption.

Bidder's Response (Yes/No)

Spare parts: The bidder shall also supply a full and complete list of all parts of the meter offered duly named (**IN ENGLISH**) and numbered together with prices for each spare part.

Design Workmanship and Materials: The meters shall be guaranteed against defects in materials and workmanship for a minimum period of two years from date of delivery subject to their being used only for the measurement of potable water under the normal conditions of flow, pressure and temperature recommended by the manufacturers for the size and type of meter concerned. **Head Loss:** Characteristic curves of head losses plotted against the rate of flow from the minimum flow rate shall be provided by the Tenderer. The meters shall show a loss of head not exceeding 0.63 bars between Q1 and Q3 in accordance with the standards..

Bidder's Response (Yes/No)

After sales service

Address of the local agents technical advisors and details of after sales-service are to be submitted together with each tender. Information on stocks of meters, meter spares etc, which will be held by the local agents, is also to be stated in the tender.

Bidder's Response (Yes/No)

Additional information

The bidder is at liberty to provide additional information on the meter not catered for in this document.

Summary of the technical data of the goods

Bidders must complete the attached Annex A, which summarizes the technical data of the goods being offered under this tender.

ANNEX 'A' TO TECHNICAL SPECIFICATION

(To be completed by all Bidders)

A. Type/Model of meter:

| METER SIZE | MIN. FLOW RATE Q1 M³ /h | PERMANENT FLOW RATE Q3 M³ /h | OVERLOAD FLOW RATE Q4 M³ /h | OUTER CASING TYPE | MAX. ADMISSIBLE PRESSURE (BARS) | MAX. ADMISSIBLE TEMP. (°C) | PRE- EQUIPPED FOR REMOTE READING. (Yes / No) |
|-----------------------|---|--|---|----------------------------------|--|---|--|
| DN 20 | | | | | | | |
| DN 25 | | | | | | | |
| DN 40 | | | | | | | |
| DN 50 | | | | | | | |

B. Copies of test certificates fromattached.

C. After-sales service of the meters can be carried out by (Name of Local Agent)

.....
Located at Box No.

Telephone

Lot 2 Technical Specifications For Water Meters: DN80-200mm

The specification outlined below is for bulk zone and network management meters required predominantly for network balancing.

1. Bulk Water Meter.

The meter shall comply with OMIL R 49-1:2013, MID 2014/32/EC. In addition, it shall comply with the Council Directive 2011/17/EU. The meter shall be of accuracy R80 and above for installations in horizontal position, clearly marked on meter body. The meter must be new and manufactured in the year of delivery. The water meter shall be supplied flanged for connection to water pipes.

Bidder's Response (Yes/No)

2.The Meter Manufacturer Certification

The meter manufacturer must be ISO 9001:2015 certified. Certified copies of the certifications must be attached with the tender.

Bidder's Response (Yes/No)

3.Meter Design:

The water meter shall be Turbine meter for fully treated water. The meter shall be designed for external tropical installation in a horizontal setting.

Bidder's Response (Yes/No)

4.Meter Materials

4.1. General: The materials used in the construction of the meter shall be designed to withstand portable water in Nairobi City Water Distribution System, the climatic conditions of Nairobi City and all potable water supplied to WHO International regulations and to operate normally for 5 years without any need for normal maintenance or repair and without the maximum error exceeding the specified limits. The domestic water meter must be constructed of materials which are resistant to internal and external corrosion and if necessary be protected by some suitable surface treatment. All materials of the water meter which are in contact with the water flowing through the water meter shall be non-toxic and non-tainting. Water temperature variations within the working range shall not affect the materials used in the construction of the water meter.

Bidder's Response (Yes/No)

4.2 Meter Bodies: The water meter shall have a durable case protecting the measuring chamber in which the vane operates. The mounting casing shall not be repaired in any manner. The inlet and outlet shall be 180⁰ apart and located in the same horizontal plane. The body material shall be Brass or Non – Corrosive Copper Alloy..

Bidder's Response (Yes/No)

4.3 Serial Number: On every meter body there shall be marked the nominal diameter of the meter *(eg. DN 80 mm), the meter model, an arrow indicating the direction of flow in indelible marking cast in raised characters, in very easily visible position on the outer case of the meters, **but NOT on the lid**. The letter “NCWSC” followed by the serial number (e.g. NCWSC 80XXXX19) shall be engraved on the meter body and laser marked on the upper part of the totalizer in Number and Barcode, near the index, in big characters (5mm minimum) and not on any transparent part of the totalizer. The set of the serial numbers to be used will be issued by NCWSC to the winning bidder.

Bidder’s Response (Yes/No)

4.4 External Case Bolts: Where external case bolts, screws, cap bolts, nuts and washers form part of the meter design these shall be arranged for ease of removal after long service. They shall be of the same composition as the meter casing (3.2 above) or of stainless steel.

Bidder’s Response (Yes/No)

4.5 Type of Dial

The meter dial must be of “Sealed Register” sealed in a transparent capsule filled with protective liquid. No portion of the register shall be in contact with the measured water. (Meters with numbered drums in contact with the water being measured are not acceptable)

Bidder’s Response (Yes/No)

4.6 Register

The register will be pre-equipped for remote reading and data-logging purposes with a non-Reed switch type of pulse generator. This pre-equipment and the proposed communication equipment must be both insensitive to magnets of up to 3850 gauss. The communication device must be easy to plug without any dismantling of the register from the measuring element. The register must be protected with a solid cap in plastic or metal. A weight of 70kg on the cover should not break it.

Bidder’s Response (Yes/No)

4.7 Transmission.

The transmission between the Turbine and the dial must be of magnetic type.

Bidder’s Response (Yes/No)

4.8 Connectors:

The meter body casing shall be flanged to ASME/ANSI B16.5 - 1996 / BS 4504 with 2 No. flanges, rubber gaskets to fit and seal the meter, stainless steel bolts and nuts.

Bidder’s Response (Yes/No)

4.9 Counter: The meter counter shall be circular and have tempered glass lens of minimum 5mm thickness with flat and smooth surface, scratch resistant and that does not turn opaque.

The indicator shall provide for reliable and unambiguous direct reading of the volume of water measured in cubic meters (m³) and litres. The indications of volume shall be by any of the two types as follows: -

Type 1 By a row of inline consecutive digits in one or more apertures (drum counters);

or

Type 2 A combination of drum counters for whole units of cubic meters and pointers on circular scales for fractions of cubic meters.

Drum counters shall be black for indication of a cubic meter and its multiples shall be red for indication of fractions of a cubic meter. Visible movements of the digits shall be upwards and the actual height of the digits on the drums shall be not less than 4 mm. The advance of a digital unit shall be completed while the next lower valued digit is within the last tenth of its travel. The drums showing digits of lowest value shall move continuously in Type 1, and may move continuously in Type 2. Indicators with pointers (Type 2) shall rotate in a clockwise direction. The value of each division on the scales shall be expressed in multiples or sub-multiples of ten.

Each scale shall be graduated in cubic meters or accompanied by a multiplying factor (x0.0001, x0.001, x0.01, x0.1) according to the value of the scale. The symbol (m³) shall appear on the dial.

The gear unit and the counter shall be combined and completely hermetically sealed. Unsealed counters will not be accepted.

The numbered drums shall be contained in an transparent sealed capsule =filled with a special non-toxic liquid, and equipped with a pressure compensating device and an antifogging system for the glass. The counter shall be placed in a window of adequate thickness in the meter body and be placed so as to allow for ease of meter reading. Counter window shall be of minimum 5mm thickness. Black numbers on white shall denote cubic meters and white numbers on red shall denote litres.

Digital counters offering the above or superior functionalities in clause 28 shall be accepted

The indicator shall, as minimum requirement, record the following values:

| Size of Meter (DN) | Minimum Registration (m ³) | Minimum Registration before Self Re-Set (m ³) |
|--------------------|--|---|
| 80-200 | 0.001 | 1,000,000 |

Bidder's Response (Yes/No)

4.10 Tightness, Pressure and Temperature Resistance: The water meter shall permanently sustain (without leakage, malfunctioning or permanent deformation) a minimum working pressure of 16 bar, a test pressure of 2.5 times the working pressure and be suitable for water temperatures up to 50 degree Celsius.

Bidder's Response (Yes/No)

4.11 Measuring Chamber: These shall be machined to precision limits and satisfactorily secured in position within the outer casings to ensure that no distortion to any part of the mechanism might occur which might affect the sensitivity or registration of the meters at internal pressures up to 16 bars. Measuring chamber shutter diaphragms shall be made of bronze morel, stainless steel or other suitable material having satisfactory characteristics.

Bidder's Response (Yes/No)

4.12 Turbine: Internal Mechanisms shall be made of vulcanized hard rubber or other materials that are un-hygroscopic, anti-scaling, antimagnetic and wear-resistant, having satisfactory characteristics including sufficient rigidity and strength to operate at the rated capacity of the meter. They should have sufficient dimensional stability to retain operating clearance at working temperatures up to 50⁰C. A designed life expectancy in excess of 10 years is expected for all moving parts of the working chambers.

Bidder's Response (Yes/No)

4.13 Tenderer shall specify the optimum pH and the water quality for which the meters have been designed.

Bidder's Response (Yes/No)

5 Meter Protection

5.1 Sealing: Water meters shall be provided with a means of sealing so that after sealing, both before and after the water meter has been properly installed, there shall be no possibility of dismantling or altering the water meter or its adjustment device without visibly damaging the seal. The meters shall be sealed subsequent to manufacture and before delivery. The preferred method of sealing is by a corrosive resistant wire inserted through 2.5 mm diameter holes in the halves of the body, and secured by a circular sheet metal seal impressed by a device which provides a unique imprint on the seal denoting manufacturer's identity.

Bidder's Response (Yes/No)

i. Meter Characteristics & Performance:

The flow rate values shall (as a minimum) meet the following:

All flow measurements quoted are to be supported by a test certificate from the National Standards Institute (or a similar body) of the country of origin.

ii. Meteorological Class

The meter performance specification shall be to OIML 49: 2013, ISO 4064:2014 Class C:R80 or above. The accuracy curves may be compared with the AWWA C710 Standard and be equal to or better than these standards.

Bidder's Response (Yes/No)

| Item | Units | DN 80mm | DN 100mm | DN 150mm | 200mm | Permissible error | Permissible error |
|---|-------|------------|-------------|-------------|------------|----------------------|----------------------|
| | | | | | | Temp (0- 30°C) | Temp (>30°C≤50°C) |
| Maximum Flow [m³/h] (Q4) | m³/h | 78.75 | 125 | 312.5 | 500 | ±2% | ±3% |
| Nominal Flow [] (Q3) | m³/h | 63 | 100 | 250 | 400 | ±2% | ±3% |
| Transition Flow [m³/h] (Q2) | m³/h | 1.26 | 2 | 5 | 8 | ±2% | ±3% |
| Minimum Flow [m³/h] (Q1) | m³/h | 0.788 | 1.25 | 3.125 | 5 | ±5% | ±5% |
| Maximum Admissible Pressure (MAP) | bar | 16 | 16 | 16 | 16 | | |
| Test Pressure [1.6MAP] | bar | 25 | 25 | 25 | 25 | | |
| Indicating Range (Minimum Values) | m³ | 999 999 | 999 999 | 999 999 | 999 999 | | |
| Maximum Working Temperature | °C | 50 | 50 | 50 | 50 | | |
| Length [mm] | mm | 225 | 250 | 300 | 350 | | |

6 Sanitary

- The bidder shall include a sanitary approval certifying that the material used in the manufacturing of the meter is compatible with portable water for human consumption.

Bidder's Response (Yes/No)

7 Spare parts: The bidder shall also supply a full and complete list of all parts of the meter offered duly named (**IN ENGLISH**) and numbered together with prices for each spare part.

8 Design Workmanship and Materials: The meters shall be guaranteed against defects in materials and workmanship for a minimum period of two years from date of delivery subject to their being used only for the measurement of portable water under the normal conditions of flow,

pressure and temperature recommended by the manufacturers for the size and type of meter concerned. **Head Loss:** Characteristic curves of head losses plotted against the rate of flow from the minimum flow rate shall be provided by the Tenderer. The meters shall show a loss of head not exceeding 0.63 bars between Q1 and Q3 in accordance with the standards.

Bidder's Response (Yes/No)

9 After sales service

Address of the local agent's technical advisors and details of after sales-service are to be submitted together with each tender. Information on stocks of meters, meter spares etc, which will be held by the local agents, is also to be stated in the tender.

Bidder's Response (Yes/No)

10.Factory Visit

The suppliers manufacturing factory may be visited for inspection on production compliance any time during the contract period if need arises. This will be done at the expense of NCWSC

Bidder's Response (Yes/No)

Additional information

The bidder is at liberty to provide additional information on the meter not catered for in this document.

Summary of the technical data of the goods

Bidders must complete the attached Annex A, which summarizes the technical data of the goods being offered under this tender.

ANNEX 'A' TO TECHNICAL SPECIFICATION

(To be completed by all Bidders)

A. Type/Model of meter:

| METER SIZE | MIN. FLOW RATE Q1 M ³ /h | PERMANENT FLOW RATE Q3 M ³ /h | OVERLOAD FLOW RATE Q4 M ³ /h | OUTER CASING TYPE | MAX. ADMISSIBLE PRESSURE (BARS) | MAX. ADMISSIBLE TEMP. (°C) | PRE-EQUIPPED FOR REMOTE READING. (Yes / No) |
|------------|--|---|--|-------------------|---------------------------------|----------------------------|---|
| DN 80 | | | | | | | |
| DN 100 | | | | | | | |
| DN 150 | | | | | | | |
| DN 200 | | | | | | | |

B. Copies of test certificates fromattached.

C. After-sales service of the meters can be carried out by (Name of Local Agent)

.....
Located at Box No.

Telephone

SECTION VI - Bills of Quantities

SCHEDULE OF REQUIREMENTS & PRICE SCHEDULE OF GOODS

PREAMBLE

1. Attention is directed to the Form of Bid, the Instruction to Bidders, the conditions of contract and the specifications, which documents are to be read in conjunction with these Bills of Quantities.

2. General directions and descriptions of material as given in the General conditions of Contract and specifications are not necessarily repeated in the Bills of Quantities.

3. In pricing the goods the Bidder shall cover himself and Shall be deemed to have covered himself for:-

(a) All services and materials which according to the true intent and meaning of the Contract may be reasonably inferred as necessary as for the completion of delivery of the materials in sound condition to the Nairobi City Water & Sewerage Company's and inclusive of all charges contingencies etc

(b) All the duties obligations, liabilities and responsibilities and incidental/services which the Contract Document places upon the Supplier, in connection with or relation to the contract.

This document shall be completed neatly in ink or in typescript, all Correction or amendments to be initialed.

LOT 1 Bill of Quantities

| Water Meters | | | | | | |
|--------------|---------------|---|-----------------|----------------------|------------|--------------------|
| S/No | METER SIZE | Unit of measure | Quantity Pcs | Country of Origin | Unit Price | Total price Kes |
| 1. | DN 20 | No. | 1000 | | | |
| 2. | DN 25 | No. | 2000 | | | |
| 3. | DN 40 | No. | 1000 | | | |
| 4. | DN 50 | No. | 1000 | | | |
| | | Sub Total | | | | |
| | | Add 16% VAT | | | | |
| | | Total to the Form of Bid (summary form) | | | | |
| In Words | | | | | | |

Lot 2 Bills of Quantities

| Water Meters | | | | | | |
|--------------|---------------|---|-----------------|----------------------|------------|--------------------|
| S/No | METER SIZE | Unit of measure | Quantity Pcs | Country of Origin | Unit Price | Total price Kes |
| 1 | DN80 | No | 100 | | | |
| 2 | DN100 | No | 50 | | | |
| 3 | DN150 | No | 50 | | | |
| 4 | DN200 | No | 50 | | | |
| | | Sub Total | | | | |
| | | Add 16% VAT | | | | |
| | | Total to the Form of Bid (summary form) | | | | |
| In Words | | | | | | |

Name of Bidder.....

Physical Address.....

Building.....

Town.....

Name of Authorised Representative of Bidder.....

Signature.....

Date.....

Official Stamp/Company Seal

SCHEDULE OF REQUIREMENTS

1. Delivery Programme

- 1.1 The awarded firm(s) shall commence deliveries immediately but not later than twenty-eight (28) days from the date of signing the contract agreement.
- 1.2 The contract shall run for a period of twelve calendar months or when the contracted quantities are liquidated. This being an annual contract, deliveries shall be on call off and on issuance of LPO's by the company.
- 1.3 Bidder shall make deliveries to the receiving point indicated on the LPO.

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name
 Location of business premises.
 Plot No..... Street/Road
 Postal Address Tel No. Fax E mail
 Nature of Business ,.....
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kes.
 Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age
 Nationality Country of origin
 • Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

| Name | Nationality | Citizenship Details | Shares |
|---------|-------------|---------------------|--------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company-

Nominal Kes.

Issued Kes.

Given details of all directors as follows

| Name | Nationality | Citizenship Details | Shares |
|---------|-------------|---------------------|--------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

Date Signature of Candidate

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

NB:

- a) Sample documents shall only be for use by the relevant parties (e.g. Banks) as guidelines to fulfill the requirements of the bid.***
- b) Bidders are therefore encouraged to pass the sample documents to the relevant parties and avoid filling them on their own.***

BID SECURITY FORM

Whereas [*name of the Bidder*]
(hereinafter called “the Bidder”) has submitted its Bid dated [*date of submission of Bid*] for the supply, installation and commissioning of [*name and/or description of the equipment*]
(hereinafter called “the Bid”)
KNOW ALL PEOPLE by these presents that WE
..... of having our
registered office at (hereinafter called “the Bank”), are
bound unto [*name of Procuring entity*] (hereinafter called “the
Procuring entity”) in the sum of for which
payment well and truly to be made to the said Procuring entity, the Bank binds
itself, its successors, and assigns by these presents. Sealed with the Common
Seal of the said Bank this _____ day of _____ 2021.

THE CONDITIONS of this obligation are:-

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring entity during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Bid guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature and seal of the bank]

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20____ between
..... [*name of Procurement entity*] of [*country of Procurement entity*]
(hereinafter called “the Procuring entity) of the one part and [*name of Bidder*]
of [*city and country of Bidder*] (hereinafter called “the Bidder”) of the
other part;

WHEREAS the Procuring entity invited Bids for certain goods] and has accepted a Bid by
the Bidder for the supply of those goods in the sum of [*contract
price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part
of this Agreement viz:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the Bidder as
hereinafter mentioned, the Bid hereby covenants with the Procuring entity to provide the
goods and to remedy defects therein in conformity in all respects with the provisions of the
Contract
4. The Procuring entity hereby covenants to pay the Bidder in consideration of the
provisions of the goods and the remedying of defects therein, the Contract Price or such
other sum as may become payable under the provisions of the Contract at the times and in
the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in
accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the Bidder in the presence
of _____

PERFORMANCE SECURITY FORM

To
[*name of Procuring entity*]

WHEREAS [*name of Bidder*] (hereinafter called "the Bidder") has undertaken , in pursuance of Contract No. _____
_____ [*reference number of the contract*] dated _____ 20 _____
_____ to supply [*description of goods*] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]

WHEREAS[name of the manufacturer] who are established and reputable manufacturers of [name and/or description of the goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a bid, and subsequently negotiate and sign the Contract with you against bid No. [reference of the Bid] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.